

Request For Proposal 08-10-IT

Annexation Area GIS Data Development Services

City of Kirkland, Washington

Information Technology Department
123 Fifth Avenue
Kirkland, WA 98033

Issue Date:	April 1, 2010
Proposals Due:	April 30, 2010 (4:00 p.m. PDT)

REQUEST FOR PROPOSALS (RFP 08-10-IT)

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Annexation Area GIS Data Development Services

File with Purchasing, Finance Department, 123 5th Ave, Kirkland WA, 98033 as follows:

Proposals received later than **4:00 PM PDT on April 30, 2010** will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.ci.kirkland.wa.us/> (Click on City Purchasing) or by contacting the RFP Coordinator, Xiaoning Jiang, xjiang@ci.kirkland.wa.us.

The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful vendor must comply with the City of Kirkland equal opportunity requirements. The City of Kirkland is committed to a program of equal employment opportunity regardless of race, color, creed, sex, sexual orientation, age, nationality or disability.

Dated this day, 1st day of April, 2010.

Barry L. Scott, C.P.M.
Purchasing Agent

Table of Contents

I. GENERAL RFP INFORMATION	4
A. Objective Of This RFP	4
B. Requested Services	4
C. Deliverables	5
D. RFP Official Contact	5
E. Procurement Schedule	5
F. Correspondence Regarding the RFP	5
G. Questions Regarding the RFP	6
H. Proposal Preparation	6
I. Proposal Submission	6
J. Evaluation Procedures	6
II. REQUIRED PROPOSAL RESPONSE FORMS	8
A. Proposal Preparation Instructions	8
B. Form 1 – Cover Letter	8
C. Form 2 – Proposal Summary	9
D. Form 3 – Acceptance of Terms and Conditions	9
E. Form 4 – General Vendor Information	10
F. Form 5 – Project Staff List	11
G. Form 6 – Key Project Staff Background Information	11
H. Form 7 – Customer Reference Form	12
I. Form 8 – Project Schedule and Work Plan	12
J. Fee Schedule	13
III. SCOPE OF WORK	14
A. Introduction	14
B. Tasks	15
C. Proposed Timeline	17
IV. APPENDICES	18
V. ATTACHMENTS	22

I. GENERAL RFP INFORMATION

A. Objective Of This RFP

The purpose of this RFP is to solicit proposals from vendors to help the City of Kirkland extend several high-priority geographic information system (GIS) data layers to include the recently annexed Finn Hill, North Juanita, and Kingsgate neighborhoods. This annexation, covering approximately six square miles, will enlarge the city's area by about 60%, and its population by nearly 70%, making Kirkland the twelfth largest city in Washington. The annexation area includes approximately 11,000 tax parcels and 116 miles of streets.

Kirkland's enterprise GIS was begun in the late 1990s and has been recognized widely for its accomplishments. The city's GIS Division is part of the Information Technology Department and serves a clientele of over 400 staff as well as many community users. In large part, Kirkland's GIS successes can be attributed to opportunistic investment in technology and data resources, as well as a customer-centric services model. Key city functions utilizing the GIS include public works, police and fire, development and permitting, long-range planning, code compliance, asset management, and financial planning.

Several of the city GIS' foundation data layers are now identified as critical needs and must be expanded to include the annexation area by the end of 2010. Vendor support will be required due to the relatively short time frame and current city staff project commitments. These layers are:

- Tax parcels
- Easements
- Street network
- Address points
- Street infrastructure (surface water utility structures, street trees, sidewalks, signs, streetlights, etc.

The tax parcel layer forms the foundation for a variety of property data layers and other records, and will definitely be done by a vendor under a professional services contract. City staff will evaluate responses to this solicitation and decide which if any of the other data layers will also be done, in terms of available budget, city priorities, and timeline.

B. Requested Services

The city is seeking a firm or team of firms who can demonstrate the experience, skill sets, technology solutions, and capacity to complete this work in the required timeframe. In general, especially in regard to the tax parcel data development, the city desires a firm with in-depth land surveying and property mapping capabilities. It is also highly desirable that the vendor demonstrate GIS experience with the ESRI ArcMap suite of products. Our primary goal on this project is to extend the existing data layer(s) with the same *or better* data quality.

After awarding the parcel mapping work, the city may award other data development tasks to an additional firm or firms.

A breakdown of the requested services by task appears in Section III, Scope of Work (Page 14).

C. Deliverables

The deliverables will include the following: meetings, documentation, source materials, and digital data (from surveying, primary mapping, and GIS conversion if any).

D. RFP Official Contact

Upon release of this RFP, all vendor communications should be directed to the individual listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator
Xiaoning Jiang, GIS Administrator
Address: City of Kirkland
Information Technology Department
123 5th Avenue
Kirkland, Washington 98033
Telephone: 425 587-3070
E-mail: xjiang@ci.kirkland.wa.us (preferred form of contact)

E. Procurement Schedule

The procurement schedule for this project as follows (the city reserves the right to adjust this schedule as necessary):

Milestone	Date
Release RFP to Vendors	April 1, 2010
Vendor Questions (if any) Due	April 15, 2010
Answers to RFP Questions Released	April 20, 2010
Proposal Responses Due	April 30, 2010
Finalists selected	May 7, 2010
Vendor interviews (at city's option)	May 10-11, 2010
Vendor Selection	May 15, 2010
Contract Negotiations Complete	To be determined
Contract Signed	To be determined
Work Begins	To be determined
Final Acceptance	To be determined

F. Correspondence Regarding the RFP

Vendors wishing to receive correspondence regarding RFP addenda, responses to questions, etc. are encouraged to so indicate in an e-mail to the RFP Coordinator, Xiaoning Jiang:

xjiang@ci.kirkland.wa.us

G. Questions Regarding the RFP

Vendors who require a clarification of the RFP requirements may submit written questions to the RFP Coordinator by 4 p.m. (PDT) on April 15, 2010. A list of all questions and answers will be provided to all vendors who have requested this (F. above). Letters sent via facsimile will be accepted at (425) 587-3055.

H. Proposal Preparation

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Section II of this RFP. The City of Kirkland is using a “forms-based” approach to most IT-related procurement. This will allow all the proposals received to be compared in a meaningful (i.e., “apples-to-apples”) way. This RFP contains, in addition to the General RFP Information, a series of Response Forms.

I. Proposal Submission

Due Date:	<i>Sealed proposals must be received by the Purchasing Agent no later than April 30, 2010 at 4 p.m. (Pacific Daylight Savings Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must be time stamped as received by Kirkland’s system by 4:00 p.m. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the proposal as an email attachment in MS Word or PDF format, in its entirety, must be received as specified above. The City will not accept facsimiles or Zip files.
Address for Submission:	City of Kirkland Attn: Purchasing Agent RFP 08-10-IT 123 5th Ave Kirkland, WA 98033 bscott@ci.kirkland.wa.us

J. Evaluation Procedures

The RFP Coordinator and other staff will evaluate, score, and rank the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City anticipates that it will require that a subset of finalist vendors make a presentation to a selection team, but reserves the right not to do so.

II. REQUIRED PROPOSAL RESPONSE FORMS

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the Requested Services section, as well as in Section III. This chapter contains forms that vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Project Staff List
- 6) Key Project Staff Background Information
- 7) Client (City) Staffing Requirements
- 8) Customer Reference
- 9) Task Area Descriptions
- 10) Project Schedule and Work Plan

A. Proposal Preparation Instructions

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 97 or later is highly recommended).
2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., text contained in brackets) from each form.

Please note the page limits for each form. A page is considered to be one sheet printed on one side. One sheet printed on both sides is considered to be two pages.

When your proposal is finished, refer to the proposal submission instructions in this document.

B. Form 1 – Cover Letter

[All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the submitter to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)

2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Equal Opportunity Affidavit

TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

C. Form 2 – Proposal Summary

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

D. Form 3 – Acceptance of Terms and Conditions

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of this RFP. If your firm takes no exception to the specifications, terms, and conditions of this RFP, please so indicate.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

Signed,

By: _____

Title

Date

For: _____

E. Form 4 – General Vendor Information

[Use this form to provide information about your firm. THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
♦ Consulting	
♦ Telecommunications	
♦ Sales, marketing, and administrative support	
♦ Other (please note relevant staff)	

2. Where is your headquarters located? Field offices?
3. Which office would service this account?
4. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Institution	Address	Phone Number

5. If the vendor has had a contract terminated for default during the past five years, all such occurrences must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

In the space provided, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

[Please use this space to respond to Question 5 of Form 4. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

F. Form 5 - Project Staff List

[Please complete the following table to identify the proposed project staff (including subcontractors) who will assist the City with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in telecommunications. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

Staff member name	Title	Percent of staff member's time dedicated to project	Number of years in surveying and/or mapping and/or GIS

G. Form 6 - Key Project Staff Background Information

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	

H. Form 7 – Customer Reference Form

[Using the tables below, **please list five private sector clients and five public sector clients for whom you performed similar work to the work described in this RFP.** Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client name				
Reference name				
Title				
Phone number				
Mailing address				
Fax number				
Customer Size	Service Description	Start Date	End Date	Contract amount

I. Form 8 – Project Schedule and Work Plan

[Provide a detailed project implementation plan that includes:

- A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- A table listing vendor staff assignments and proposed labor hours for all tasks
- A brief description of each task and its work products
- A description of each proposed deliverable

Insert pages as needed to allow space for your Gantt chart and work plan. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. *Gantt Chart*

[Use this section to include your Gantt chart showing beginning and end dates of all tasks.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

2. *Vendor Staff Assignments/Hours*

[Use this section to include a table of vendor staff assignments and proposed labor hours for all tasks. Signify if staff assigned is a designated individual or FTE equivalent.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

3. *Task Descriptions*

[Use this section to include brief descriptions of all tasks, milestones and associated work products. Follow the sequence set out in **III. Scope of Work (B.)**, below.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

4. *Deliverables*

[Use this section to include brief descriptions of all project deliverables.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

J. Fee Schedule

[The Proposal must contain a fee schedule that includes an estimated overall price for each item your firm is proposing on. Please use the table below to enter these figures.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Feature Class	Estimated Quantity	Cost proposal
1. Tax parcels	11,000	
2. Easements	2,000	
3. Street network	116 miles	
4. Address points	17,000	
5. Remaining Surface Water Utility Mapping	4,800 structures	
6. Signs	5,100	
7. Streetlights	1,740	
8. Sidewalks	80 miles	
9. Right of way trees	13,000	
10. Vertical control	.5 mile density	

III. SCOPE OF WORK

A. Introduction

This project encompasses two efforts of different priorities, as discussed earlier:

1. Real property parcels and right-of-way polygons, with the option of mapping easements if delineated on readily available source materials
2. Address points, street network, and street infrastructure features

The larger effort and higher priority is to map all real property boundaries in Kirkland's annexation area. This refers to tax parcels (not platted lots) represented on the current (April 2010) version of the King County Assessments (KCA) 1:1200 quarter-section maps for the area shown in Figure 1 (below). (Note: the KCA maps are a source for the *existence* of tax parcels, but primary sources such as recorded surveys are to be used for the actual delineation.) Right-of-way polygons are to be mapped as *pseudo*-parcels, using the approach illustrated in Figure 2, as a base for future mapping of zoning and comprehensive plan land use. The city requests that vendors consider easements as a separate cadastral feature class with obvious geometric ties to real property boundaries. A cursory review of GIS data sets in several Eastside communities reveals that there may be an average of one easement per *five* tax parcels. It is desirable to map easements at the same time as tax parcel boundaries, but vendors should break these out as separately priced items.

The secondary priority for this project is to map all address points, the street network, and possibly street infrastructure GIS data layers needed in the annexation area. Vendors are asked to complete a fee schedule for all GIS features for which they wish to be considered (Section II. J. above).

Figure 1 – Kirkland Annexation Area

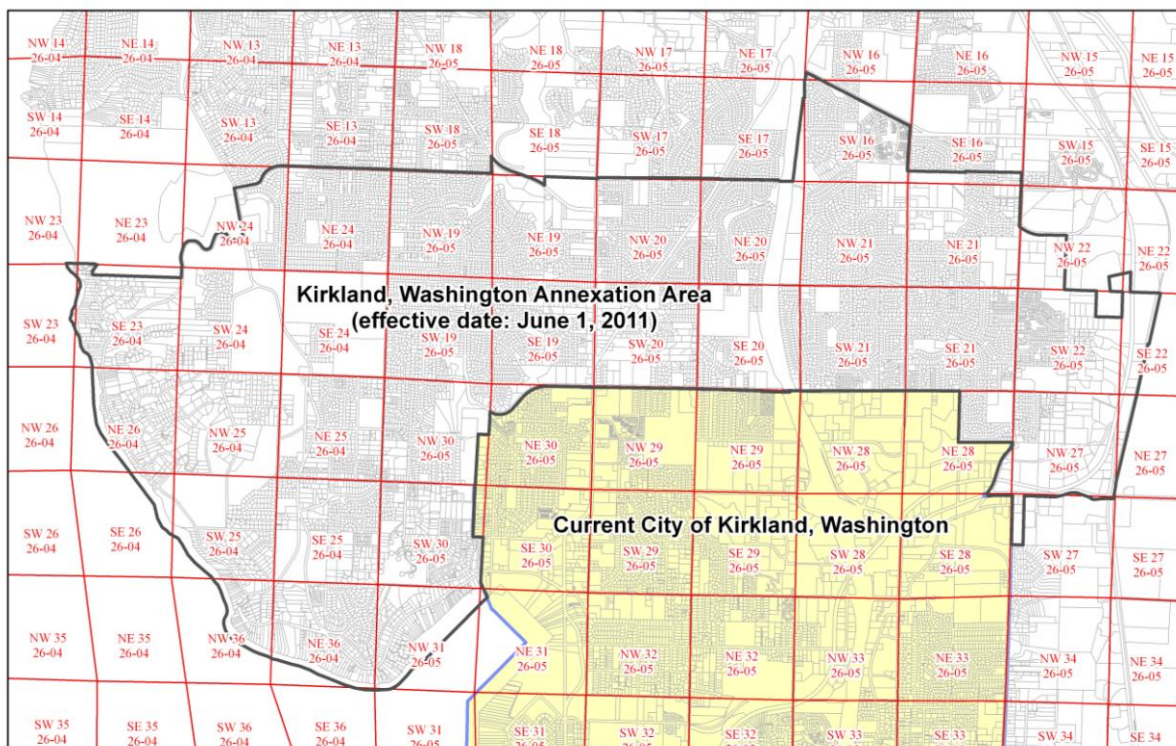


Figure 2 – Right of Way Polygon Mapping



B. Tasks

1. Task 1 – Kickoff Meeting / Project Plan

In this task, the vendor (at a minimum the Vendor Project Manager) will attend a kickoff meeting to review the vendor's project plan. This plan can be concise but must address each task, assigned staff, and estimated timeline. The meeting will be an opportunity for city staff, the consultant project manager, and the vendor to discuss:

- Client/vendor expectations
- Project communications
- Scope of work as contracted
- Real property pilot area(s)
- Quality metrics, including specifications, procedures, and milestones
- Deliverable review/acceptance
- Production sequence
- Schedule
- Budget and invoicing
- Vendor resource commitment

Proposers are advised that the city expects GIS data deliveries in ESRI ArcMap (v9.3) geodatabase format, matching all content and spatial parameters of the existing city tax parcel data layer.

2. Task 2 – Survey Control Assessment and Plan

In this task the vendor is to thoroughly research and assess the available horizontal survey control needed for parcel mapping in the project area, as delineated in Figure 1. This may include Public Land Survey System (PLSS) and plat corners *outside of* the actual annexation area. The city will make available all survey control data in its GIS library, most of which is limited to the current

(April 2010) city limits. Additional sources include the Washington State Department of Transportation; the King County Department of Transportation; Northshore Utility District; the cities of Bothell, Kenmore, and Woodinville; and private surveyors and/or engineering firms. The city anticipates somewhat weak survey control near the Lake Washington shoreline, and the vendor should not expend significant time researching or attempting to recover corners in that area. The city welcomes any and all proposals for dealing with this situation on this project, as well as on an ongoing basis.

With severe funding restrictions, the city must balance the amount of horizontal survey control densification it may need to achieve parcel accuracy, with the actual mapping of parcels that tie to that control. Priorities are 1) PLSS corners; 2) PLSS aliquot parts; 3) plat corners; 4) street intersection (or other) monuments that control parcel boundaries; and 5) meander or other shoreline-related corners.

The vendor will compile all results of its research and assessment effort into a concise summary document, clearly indicating levels of effort. This survey plan will be reviewed and then discussed in a team meeting with the city, consultant project manager, and vendor. Upon authorization, the vendor will proceed to Task 3.

3. Task 3 – Survey Densification (if necessary)

Based on the plan prepared and approved in Task 2, the vendor will do the necessary fieldwork to densify the horizontal survey control network for the project area. When complete, this will be provided to the city for review.

4. Task 4 – Real Property Boundaries Pilot Test

The vendor will propose, and the city will approve, one or more pilot areas that will encompass both solid and weak horizontal control baseline data. A total area of a quarter-section or less, straddling section lines if necessary, is sufficient, but the goal is for the vendor to demonstrate a methodology that will produce satisfactory results across the annexation area.

The vendor is to map all tax parcels (polygons with a 4-character minor number) plus all other parcels (e.g. tracts) and right-of-way polygons. Figure 2 illustrates the preferred treatment for creating right-of-way polygons.

If easement mapping is part of the project plan, this step should follow and reference the parcel/right-of-way data development. Easements should be collected as a separate feature class.

The city envisions the following work flow for the parcel/easement mapping (proposers are free to

1. Create and subdivide PLSS sections
2. Create plat boundaries
3. Create parcels within plats
4. Create all other parcels within section.
5. Save a copy of uncorrected section
6. Correct gaps and overlaps; use point features to flag anomalies that cannot be solved with usual mapping methods.

7. Apply final quality control checks of geometry and attributes
8. Make corrections as needed

In addition, the city has established the following rules for cadastral mapping:

- The horizontal accuracy goal is +/- 1'.
- Polygons are to be closed figures with no dangles.
- Polygons are to share coincident edges with no overlaps or gaps.
- Attributes to be coded per the source map (current version of King County Assessments 1:1200 quarter-section map are **major number**, **minor number**, and parcel identification number (**PIN**)). Database specifics can be found in sample data distributed upon request as part of this solicitation.

At the conclusion of the pilot, the vendor will deliver the test data and source materials to the city for review. The vendor is to include in this delivery a brief report on issues encountered and actions taken in regard to source materials, data quality, discrepancies, or any other matter that may appear to affect the ongoing use and maintenance of this data set. The city will review this report and discuss changes needed, if any, to the production approach.

5. Task 5 – Real Property Production

When authorized by the city, the vendor will proceed with the remainder of the project area. This production can be phased over the remaining timeline so that billable deliveries occur each month. The city will promptly review each delivery and notify the vendor of the results, including the need for rework, if any.

6. Task 6 – Quality Control

The city expects that the vendor will make a concentrated effort, using all available tools and techniques, to achieve a high level of data quality. City staff will run both automated and visual quality control procedures on each deliverable as part of their review/acceptance process.

7. Task 7 – (Optional) Additional GIS Data Layers

C. Proposed Timeline

Proposers should estimate a timeline for doing each work product for which a proposal is being made. This should be presented as described in **II. Required Proposal Response Forms** > I. Project Schedule and Work Plan > 1. Gantt Chart (Page 12).

IV. APPENDICES

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Kirkland Business License.

PUBLIC RECORDS

“Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”²²

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
 - a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

V. ATTACHMENTS

Attachment A: Non-collusion Certificate

NON-COLLUSION CERTIFICATE

STATE OF _____)
COUNTY OF _____)
ss.

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

Annexation Area GIS Data Development Services

(Name of Firm)

By: _____
(Authorized Signature)

Title _____

Sworn to before me this _____ day of _____, _____.

Notary Public

CORPORATE SEAL:

Attachment B: Non-Disclosure Agreement



NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 20__, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____, a __ corporation ("the vendor").

Whereas, the Vendor is the successful candidate for the Network Management and Automation Project; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to complete this project, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.

3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.

4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.

5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.

7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.

8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.

9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.

10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct

of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.

11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.

12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

<Company Name>

By:_____

By:_____

Its:_____

Its:_____